



CONTRACT NO. 15-0615

for Processing, Grinding and As-Requested Transportation Services of Segregated Yard Trash, Land Clearing Debris, and Dimensional Lumber for the Lake County Landfill

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Raynor Shine Services, LLC (hereinafter "Contractor") to supply processing, grinding, and as-requested transportation services of segregated yard trash, land clearing debris, and dimensional lumber to the County pursuant to County Bid number 15-0615 (hereinafter "Bid"), Addendum No. 1, and Contractor's Bid response opened on January 13, 2015, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: Certificate of Insurance

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from March 15, 2015 through March 31, 2016 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By:  CPPB
Senior Contracting Officer

Date: 3-10-2015

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473



INVITATION TO BID (ITB)

Processing, Grinding and As-Requested Transporting Services of Segregated Yard Trash,
Land Clearing Debris, and Dimensional Lumber for the Lake County Landfill

ITB Number:	<u>15-0615</u>	Contracting Officer:	<u>Donna Villinis, CPPB</u>
Bid Due Date:	<u>January 13, 2015</u>	Pre-Bid Conf. Date:	<u>Not Applicable</u>
Bid Due Time:	<u>3:00 p.m.</u>	ITB Issue Date:	<u>December 16, 2014</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.18
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY:

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION:

Company Name: Raynor Shine Services, LLC Phone Number: (407) 595-5332

E-mail Address: hraynor@goraynorshine.com Contact Person: Heldi Raynor

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the processing and grinding of segregated yard trash, land clearing debris, and dimensional lumber received at the Lake County Central Landfill Facility for the Solid Waste Division on an as-needed basis in conjunction with the County's needs. Vendor may also be requested to transport processed material from the Central Facility to an approved facility. See Statement of Work for additional information.

The total tonnage processed at this facility in fiscal year 2014 (Oct. 1, 2013 to Sept. 30, 2014) was approximately 7,315 tons. However, this is an indefinite quantity term contract with no guarantee of the volume of service that may be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Note: This solicitation may be awarded to multiple vendors. If the County awards to more than one vendor; the resulting contracts will not guarantee any one vendor all or most of the County's grinding services business.

Section 1.4: Examination of Site

There will be no prebid conference for this solicitation. However, prior to submitting an offer, it is advisable that the vendor visit the site of the proposed work to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. To schedule a site visit appointment, please contact Mr. Jimmy Wise, Solid Waste Division, at 352-253-1664. Site visits will not be allowed unless an appointment has been prearranged with the contact person.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each contract term, the County will notify the vendor of its intent to renew the contract for another year. At this time the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>). **It is the vendor's responsibility to request in writing any pricing adjustment under this provision.** The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

See Section 2, Statement of Work.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

SECTION 1- SPECIAL TERMS AND CONDITIONS

ITB Number: 15-0615

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured

retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion / Delivery

As specified in the Statement of Work.

Section 1.11: Acceptance of Work

All work under this contract will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Invitation to Bid

Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 15-0615." Do not indicate bid prices on literature.

Specific Completion Directions:

- Submit this entire ITB document as your bid.
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation; be sure to have an authorized representative sign the bid where required.
- Complete the reference form contained within the solicitation as Attachment 1. Submit a minimum of three (3) references for whom similar services have been performed within the last three (3) years.
- Complete the equipment list form contained within the solicitation as Attachment 2. This list shall include any equipment that would be used to perform the services under the contract. Include the grinding equipment and also truck(s) that would be used to transport the material if or when requested.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.

- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.15: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.16: Additional Facilities may be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.17: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification may be issued by the County identifying the requirements of the additional County department(s).

Section 1.18: Business Hours of Operations

As specified in the Statement of Work.

Section 1.19: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer;

provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.20: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.21: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.22: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.23: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.24: Inspection of Equipment

During the evaluation period, the County reserves the right to perform an inspection of the equipment that the vendor will use to perform work under the contract, and to include this inspection in the evaluation process to determine which vendor(s) will be recommended for contract award(s) under this solicitation. The County's best interests shall prevail in this regard, and the decision of the County shall be final. A list of equipment to be used under the contract shall be submitted in the bid. Attachment 2 of this document is a form to be used for this

purpose. The form may be copied if needed.

Section 1.25: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.26: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.27: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.28: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.29: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.31: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

SCOPE OF SERVICES

Lake County is currently accepting bids from qualified vendors for a term contract to process, grind and possibly transport segregated yard trash, land clearing debris and dimensional lumber received at its Central Landfill Facility location in Lake County, Florida. All grinding shall be performed on the Central Landfill site with all the necessary equipment being provided by the vendor. The final chipped/shredded product (processed material) shall consist of pieces no longer than four inches. Processed material may be transported offsite by the vendor at the option of the County. If or when the County chooses to have the vendor transport the processed material offsite, the vendor shall establish with the County whether processed material will be transported to an eligible/approved facility or if the vendor will be transporting the material to a Waste to Energy Facility. The decision to have the vendor transport the materials to an approved facility will be made each time processing services are performed.

Presented below is the address of the location and the times the site is open to the public.

Central Facility
13130 County Landfill Road, Tavares, Florida 32778
7:30 a.m. until 5:00 p.m., Monday through Saturday
352.343.3776

Attached is an aerial map for this location. This map identifies the location of the raw material and the location of the processed material. The vendor shall ensure that the processed material is placed in the location identified on the map included as Attachment 3 of this solicitation.

This contract will be administered by the Lake County Solid Waste Division. The Solid Waste Division shall designate a County Representative who shall be the vendor's contact for all issues related to the services required herein.

The vendor shall coordinate all grinding activity with the County Representative and shall provide twenty four (24) hours' notice prior to initiating grinding activity at the site. The Central Facility site provides daily service to the general public and is open to the public Monday through Saturday. Generally, grinding will not be conducted on Sunday. The vendor may grind on Sunday with special preapproval from the County Representative. The vendor shall exercise extreme caution when grinding to ensure that there is no negative impact to the citizens utilizing the site. The County will ensure, to the extent possible, that the citizen access is positioned remotely from the grinding operation of the vendor.

While the County shall make a concerted effort to ensure that the raw material is free of any contaminants (i.e. any material that is not yard and wood waste), the County acknowledges that minimal amounts of contaminants may be found in the raw material. In that event, the vendor shall be responsible for separating and removing all contaminants. The County shall supply a container for this separated material and be responsible for the disposal of the separated material.

If the County chooses to have the vendor transport all or part of the processed material to an eligible/approved facility, a certified weight to determine tonnage shall be obtained from the scales located on the Central Landfill site. This tonnage shall be used for all billing purposes. If

SECTION 2- STATEMENT OF WORK

ITB Number: 15-0615

the County chooses to keep the processed material on site a vendor representative shall meet with the County Representative to determine the cubic yardage of the processed material. A weight per cubic yard to determine tonnage to be used for billing purposes shall be agreed upon by the County Representative and the vendor representative at this meeting.

Eligible and/or approved facilities shall be in accordance with all federal, state and local rules and regulations. The vendor shall provide the name and address of each disposal facility that would be used in Section 4 of this document. The vendor shall not use any disposal facility without the written consent of the Solid Waste Division Manager. The vendor shall initiate and manage the execution of any written agreements between the disposal site owner/operator and the vendor.

In the event of failure by the vendor to deliver services in accordance with the contract terms, after oral or written notice, the County may procure the services from other sources and hold the vendor responsible for any resulting additional costs.

In the event the vendor fails to perform a service satisfactorily, the County shall immediately request that the vendor return to the site and correct the services to a satisfactory level. There will be no extra compensation to the vendor for this corrective work.

All of the vendor's equipment utilized for this contract shall be:

1. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract.
2. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state and local safety regulations.
3. Subject to inspection and approval by the County prior to the award.
4. In the event of any equipment failure involving fluid leakage or loss of fluid, the fluid shall be contained and reported to the designated County representative immediately. The report shall be followed up with a written detailed account of the damage. Clean up must be completed and area restored to pre-spill conditions by the vendor.
5. A list of the equipment to be used for services under the contract shall be included with the bid. A form is provided as Attachment 2 of this document.

Payment Process

The payment for the grinding and transportation of processed materials shall be accomplished by determining the tonnage of the processed material. Once the tonnage is determined, the established amount is multiplied by the unit price per ton contained within the contract to determine the amount of the payment. To facilitate the measuring process, the vendor shall utilize the County's certified landfill scales to determine the amount, in tons, of processed material.

SECTION 2- STATEMENT OF WORK

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Once the tonnage has been determined, and the disposition of the processed material has been determined, the vendor shall then be required to submit an invoice to the County for payment. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and a copy(s) of the scale receipt certifying the tonnage of each load and/or the calculations for determining cubic yards and the conversion to tons.

Failure to submit invoices in the prescribed manner will delay payment and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Invoice shall be submitted to the appropriate County department within fourteen (14) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified

in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using

typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate if requested by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 15-0615

ITB TITLE: Processing, Grinding and As-Requested Transporting Services of Segregated Yard Trash, Land Clearing Debris, and Dimensional Lumber for the Lake County Landfill

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail)**
- **The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.**
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: January 5, 2015
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this ITB.

PRICING SECTION

Quantities given are estimates only and are based on the prior year's total usage and are strictly for evaluation purposes. There is no guaranteed quantity or volume for this contract. Prices submitted shall include all: labor, materials, equipment, tools, fuel, and all other incidentals to complete the work as specified. Unit prices shall govern for all services requested under this solicitation.

Pricing for Item Number 1 shall be single price per ton for the processing and grinding **only** with the processed material remaining on site at the Central landfill Facility.

Pricing for Item Number 2 (and alternates 3, 4) shall be single price per ton for the processing, grinding, and transporting to an eligible/approved facility of segregated yard trash, land clearing debris and dimensional lumber for the Central Landfill Facility. Spaces are given for vendors to list up to three facilities; if vendor has more than three possible locations to transport to, this pricing section page may be reproduced, with copy inserted immediately following this page. Vendors shall state name, location, and if a waste to energy facility, for each facility to where processed material may be transported.

It is estimated that forty percent (40%) of the processed material may remain on site, with sixty percent (60%) transported to an eligible/approved facility. These are estimates only and the actual quantity remaining on site or transported to an eligible facility may vary.

Item	Description	Est. Total Tons	Unit Price/Ton	Extended Price
1	Processing and grinding (only) with processed material <u>remaining on site</u> at the Central Landfill Facility	2,926	\$ <u>8.25</u>	\$ <u>24,139.50</u>
2	Processing, grinding, and transporting processed material to the following eligible/approved facility: Name: <u>FL Power Development</u> Location: <u>Brooksville, FL</u> Is this a waste to energy facility? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	4,389	\$ <u>15.40</u>	\$ <u>67,590.60</u>
3	Processing, grinding, and transporting processed material to the following (alternate) eligible/approved facility: Name: <u>SCOTTS</u> Location: <u>Groveland, FL</u> Is this a waste to energy facility? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4,389	\$ <u>15.25</u>	\$ <u>66,932.25</u>
4	Processing, grinding, and transporting processed material to the following (alternate) eligible/approved facility: Name: <u>Raynor Shine Services</u> Location: <u>Ocoee, FL</u> Is this a waste to energy facility? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4,389	\$ <u>14.75</u>	\$ <u>64,737.75</u>

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 15-0615

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: ☒ Yes ☐ No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222, a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 15-0615

General Vendor Information and Bid Signature:			
Firm Name:	Raynor Shine Services, LLC		
Street Address:	850 Ocoee Apopka Rd Ocoee, FL 34761		
Mailing Address (if different):			
Telephone No.:	(407) 595-5332	Fax No.:	(407) 464-0708
E-mail:	Tonyegoraynorshine.com		
FEIN No.	46 - 4143745	Prompt Payment Terms:	% days, net
Signature:	Heidi Raynor		
Date:	11/5/15		
Print Name:	Heidi Raynor	Title:	Procurement
Award of Contract by the County: (Official Use Only)			
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
Vendor awarded as:			
<input checked="" type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price		
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items:		
<input type="checkbox"/> Secondary vendor for items:	<input type="checkbox"/> Other status:		
Signature of authorized County official:	Donna G. Villinis		Date: 3-10-2015
Printed name:	DONNA G VILLINIS		Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Equipment List

Attachment 3: Aerial View of Central Landfill Facility

ATTACHMENT 1 - WORK REFERENCES

Agency	The SCOTTS-Miraclegro Company
Address	2065 State Rd. 19
City, State, ZIP	Groveland, FL 34736
Contact Person	Saima Perez
Telephone	(352) 429-0066
Date(s) of Service	2010 to Current
Type of Service	Receive wood materials by transport; grind, process and recycle materials to
Comments:	produce finished product at Raynor Ocee location.

Agency	City of Orlando Parks and Forestry
Address	1206 Columbia St.
City, State, ZIP	Orlando, FL 32805
Contact Person	Andy Kirtsley
Telephone	(407) 246-2701
Date(s) of Service	2011 to Current
Type of Service	Receive, process and grind wood materials
Comments:	at Raynor Shine Ocee location.

Agency	Waste Management
Address	242 Keen Road.
City, State, ZIP	Apopka, FL 32703
Contact Person	Ray Stamper
Telephone	(407) 553-4933
Date(s) of Service	2014 to Current
Type of Service	Process/Grind wood materials at
Comments:	Keen Road Landfill

SECTION 5 - ATTACHMENTS

ITB Number: 15-0615

ATTACHMENT 1 - WORK REFERENCES

Agency	Hillsborough County BOCC
Address	350 N. Falkenburg Rd, Tampa FL
City, State, ZIP	8001 Linebaugh Ave, Tampa FL 33601 Hwy 41 S. Gibsonton, FL
Contact Person	Nate Johnson, Doug DeAmmond
Telephone	(813) 209-3018, (813) 246-4850
Date(s) of Service	Current
Type of Service	Manage three county yard and wood waste landfills. Receive, process, grind and transport finished product.
Comments:	Awarded 3yr contract in Oct 2014.

Agency	Raynor Shine Services, LLC
Address	850 Ocoee Apopka Rd
City, State, ZIP	Ocoee, FL 34761
Contact Person	Anthony Raynor
Telephone	(407) 595-5332
Date(s) of Service	2010 to Current
Type of Service	Fully permitted greenwaste management facility responsible for transport, receiving, processing, grinding
Comments:	and removal of over 250,000 tons of material over 5 years.

Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

SECTION 5 – ATTACHMENTS

ITB Number: 15-0615

ATTACHMENT 2 –EQUIPMENT LIST

Year	2015, 2014
Mfg./Make/Model	Morbark 6600, Vermeer TG900
Class of Operation	Tub Grinder, Track Horizontal Grinder
Serial/VIN Number	576-014, 1VRY43484E1000206
License/Tag #	N/A
Registered Owner	Raynor Shine Services, LLC

Year	2011, 2011
Mfg./Make/Model	Volvo L90F
Class of Operation	Loaders
Serial/VIN Number	VCE0L90FH00028228, VCE0L90FK00628849
License/Tag #	N/A
Registered Owner	Raynor Shine Services, LLC

Year	2009
Mfg./Make/Model	Doppstadt
Class of Operation	Screener
Serial/VIN Number	D07278
License/Tag #	N/A
Registered Owner	Raynor Shine Services, LLC

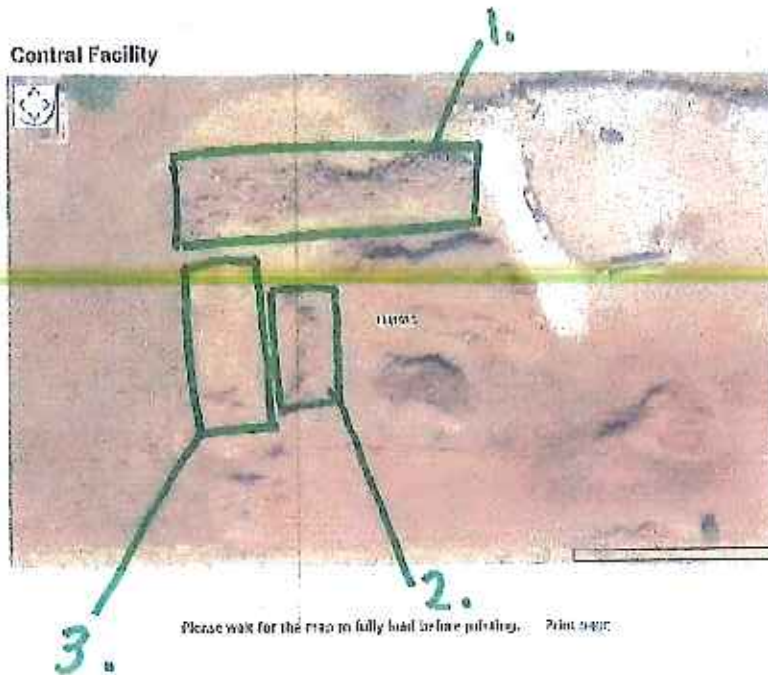
Year	2015, 2015, 2015, 2015, 2015
Mfg./Make/Model	Peterbuilt
Class of Operation	Transport
Serial/VIN Number	1XPCDP9X8FD307524, 1XPCDP9X8FD307525, 1XPCDP9X8FD307526, 1XPCDP9X8FD307527, MODEL 567 LO BOY 1XPCP4EX4FD307967
License/Tag #	BHS2878, BHS2876, BHS2890, BHS2882, BHS2887
Registered Owner	Raynor Shine Services, LLC

Year	2015, 2015, 2015, 2015, 2015
Mfg./Make/Model	Pearless, Pearless, Pearless, East, Fontaine
Class of Operation	119 cy Walking Floor Trailers, Low boy trailer with fourth axle addition
Serial/VIN Number	1PLE0482XFPK59288, 1PLE04828FPK59290, 1PLE04821FPK59289, 1E1UY287FRO53170, 57JE52305E3561428, 57JM0510XF35P0853
License/Tag #	BHS3638, BHS3684, BHS3651, BHS3740, BHS3706
Registered Owner	Raynor Shine Services, LLC

ATTACHMENT 3 – AERIAL VIEW OF CENTRAL LANDFILL FACILITY

Lake County GIS

Page 1 of 1



1. Staging area
2. Grinding area
3. Processed area



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

January 5, 2015

ITB 15-0615

**Processing, Grinding and As-Requested Transporting Services of Segregated Yard Trash,
Land Clearing Debris, and Dimensional Lumber for Lake County Landfill**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions regarding this solicitation were due December 31, 2014. The purpose of this addendum is to address questions received.

Question 1: It says the material might be trucked to another facility after its ground; will there be any additional fee paid for this service or is the price all inclusive in the grinding price; and where are the locations that the material needs to be disposed of, how many miles away from grind site?

Answer 1: The pricing section includes various lines for your bid amounts (unit price per ton) – one for when the material remains on site; three others for when it is taken away. Vendors are to provide the names and locations of the sites they would take the material to. The quantities given are for evaluation purposes only – not guaranteed quantities. Statement of work, page 13, states "The vendor shall coordinate all grinding activity with the County Representative and shall provide twenty four (24) hours' notice prior to initiating grinding activity at the site."

Question 2: What are the days and hours of operation of the landfill?

Answer 2: Statement of work indicates the central landfill facility is open Monday thru Saturday from 7:30 am to 5:00 pm.

Question 3: We have our own facilities for mulch - is the county interested in selling the clean mulch after its ground; if so please tell us where you're at on your pricing on where you anticipate on bringing it.

Answer 3: This bid is not for the County to sell the material. It is for a vendor to come in to our facility and process the material for us. Some material may be kept by the County. At other times and upon request, the material will be hauled away by the vendor to a facility of the vendor's choice as submitted in their bid and approved by the County. In the future, should the County decide to sell material it had originally elected to keep, a Request for Quotation would be issued by the County at that time.

Question 4: Also who will be segregating the materials to guarantee the material will be free of foreign debris, and if the piles do have foreign debris will the county pay the vendor to clean the piles up and at what rate. What will be the stock piled amount before the vendor will be called in to ground up materials.

Answer 4: The purpose of this solicitation is to establish a contract for the processing and grinding of segregated yard trash, land clearing debris, and dimensional lumber received at the Central Facility for the Solid Waste Division on an as-needed basis in conjunction with the County's needs. Vendor may also be requested to transport processed material from the Central Facility to an approved facility. See Statement of Work for additional information.

In the scope of services (Section 2 of ITB), it states, "While the County shall make a concerted effort to ensure that the raw material is free of any contaminants (i.e. any material that is not yard and wood waste), the County acknowledges that minimal amounts of contaminants may be found in the raw material. In that event, the vendor shall be responsible for separating and removing all contaminants. The County shall supply a container for this separated material and be responsible for the disposal of the separated material."

Question 5: Is the county interested in selling any of the land clearing, or other materials once it is ground up?

Answer 5: See Answer 3.

Question 6: How does the County intend to calculate the bidder's final price and the low bidder; when the bidders have the ability to provide multiple options at different pricing for Option #2 – Process, grind and haul offsite, with no commitment with what one or one(s) will ultimately be used and at what tonnage, since the same total tonnage is being used repetitively for all of the individual alternatives?

Answer 6: See Method of Award, Section 1.3. Pricing submitted in bids shall be unit price per ton and shall be all inclusive (including labor, materials, equipment, tools, fuel and all incidentals). Unit prices shall govern for all services requested.

Question 7: Is the County's estimate of 7,315 tons annually (we understand that there are no tonnage guarantees by the County) inclusive of the yard waste tonnage now being collected separately curbside by the County and calculated based upon what they have collected since the beginning of this program and projected for the year?

Answer 7: The estimate of 7,315 tons is a very conservative estimate and the actual yearly amount could be double this amount. The brush collected curbside is included and all County contracted haulers bring the brush they collect to the Central Facility.

Question 8: The specifications do not provide any tonnage or timing expectations when the vendor will be required to mobilize on site to grind. It only provides a requirement that the vendor will provide 24 hour notice prior to initiating grinding activities onsite. What is the County's expectations for how often or when the vendor will come onsite and grind? How often a vendor will need to mobilize impacts pricing.

Answer 8: There are no set dates for the vendor to come in to provide grinding services. The County Representative will contact the vendor when there are approximately 3,000 tons of material to grind. The number of times the vendor would be called in will be dependent on the tonnage brought into the Central Facility. When the County representative contacts the vendor, the vendor will advise the County at that time when it will arrive on site.

Question 9: Would the County consider making the 4 (1) year extensions options at both the County and vendor's mutually agreed option, and not strictly the County's sole option?

Answer 9: Prior to the expiration of the then-current contract term, and when all County stakeholders have agreed to a renewal, the vendor will receive a contract modification to extend the contract for one more year. The vendor may submit a request at that time to not renew if there is a legitimate reason not to.

Acknowledgement of receipt of Addendum One:

Firm Name: Raynor Shine Services, LLC Date: 1/5/15
Signature: Heidi Raynor Title: Procurement
Typed/Printed Name: Heidi Raynor

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Raynor Shine Services, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**

☐ Other (see instructions)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

Address (number, street, and apt. or suite no.)

17615 Deer Isle Circle

City, state, and ZIP code

Winter Garden, FL 34787

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on this "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

Employer identification number

4 6 - 4 1 4 3 7 4 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

Date

1/11/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status, and avoid section 1446 withholding on your share of partnership income.



RAYNO-1

OP ID: SL

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/12/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkhill Insurance Agency, LLC 20 South Bumby Avenue Orlando, FL 32803 Anne M. Stevenson #E034121		Phone: 407-898-8891 Fax: 407-898-8813	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: Southern Owners Ins Company INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 10190 41297
INSURED Raynor Shine Services LLC 850 Ocoee Apopka Rd Ocoee, FL 34761				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	103GL000481600	08/23/14	08/23/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			XS170141	06/23/14	06/23/15	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						WC STATU-TORY LIMITS	OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
B	Equipment Floater			72076106	12/06/14	12/06/15	Equipment	1,714,700
B	Rented & Leased			72076106	12/06/14	12/06/15	R&L Equip	1,059,639

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lake County, a political subdivision of the state of Florida, and the board of county commissioners, are added as additional insured on the General Liability as respects to the ongoing & completed operation of the named insured on the primary and non contributory basis when required under

CERTIFICATE HOLDER

LAKECO3

Lake County, a political
subdivision of the state of
FL & Board of County Comm.
PO Box 7800
Tavares, FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE LAKECO3
INSURED'S NAME Raynor Shine Services LLC

RAYNO-1
OP ID: SL

PAGE 2

DATE 01/12/15

written contract. Waivers of Subrogation applies in favor of certificate holder in regards to General Liability. Standard verbiage cannot be altered or changed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME:

PHONE (A/C, No, Ex): 1-800-277-1820 x4600

FAX (A/C, No): (727) 797-0704

E-MAIL ADDRESS:**INSURER(S) AFFORDING COVERAGE****NAIC#**

INSURER A: Frank Winston Crum Insurance Co.

11600

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

FrankCrum L/C/F Raynor Shine Services, LLC
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES**CERTIFICATE NUMBER:** 303973**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & AD&H INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS-COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	ANTONOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC201500000	01/01/2015	01/01/2016	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				X WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE-BA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, Schedule, if more space is required)

Effective 12/23/2013, coverage is for 100% of the employees of FrankCrum leased to Raynor Shine Services, LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Raynor Shine Services, LLC
850 Ocoee Apopka Road
Ocoee, FL 34761

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE